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3 456 Montgomery Street, 20th Floor
San Francisco, California 94104
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5 Local Counsel for Defendant
TRANS UNION, LLC
6

7 UNITED STATES DISTRICT COURT
8 NORTHERN DISTRICT OF CALIFORNIA
9 SAN JOSE DIVISION

10
11 WILLIAM GRAY,) Case No.
12 Plaintiff,)
13 vs.) TRANS UNION, LLC'S NOTICE OF REMOVAL
14 TRANS UNION LLC,)
15 Defendants.)
16)

17 Pursuant to 28 U.S.C. §§ 1331, 1441, and 1446, Defendant Trans Union, LLC, ("Trans Union")
18 hereby removes the subject action from the Superior Court of California, Santa Clara County, to the
19 United States District Court for the Northern District of California, on the following grounds:

20 1. Plaintiff William Gray served Trans Union on or about December 28, 2016, with a
21 Summons, Complaint For Damages, Alternative Dispute Resolution Information Sheet and Civil
22 Lawsuit Notice filed in the Superior Court of California, Santa Clara County, Copies of the Summons,
23 Complaint For Violation Of Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.* and CA Civ § 1785
24 *et seq.*), Alternative Dispute Resolution Information Sheet, Civil Lawsuit Notice and Civil Case Cover
25 Sheet are attached hereto as Exhibit 1 through Exhibit 5, respectively. No other process, pleadings or
26 orders have been served on Trans Union.

27 ///
28 ///

1 2. Plaintiff makes claims under, alleges that Trans Union violated and alleges that Trans
2 Union is liable under the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq. (the “FCRA”).
3 See Complaint ¶¶ 24-29.

4 3. This Court has original jurisdiction over the subject action pursuant to 28 U.S.C. § 1331
5 since there is a federal question. As alleged, this suit falls within the FCRA which thus supplies this
6 federal question.

7 4. Pursuant to 28 U.S.C. § 1441, et seq., this cause may be removed from the Superior Court
8 of California, Santa Clara County, to the United States District Court for the Northern District of
9 California.

10 5. Notice of this removal will promptly be filed with the Superior Court of California, Santa
11 Clara County, and served upon all adverse parties.

12 WHEREFORE, Defendant Trans Union, LLC, by counsel, removes the subject action from the
13 Superior Court of California, Santa Clara County, to this United States District Court, Northern District
14 of California.

15
16 Dated: January 11, 2017

17 BY:

VOGL MEREDITH BURKE LLP

DAVID J. STREZA (CSB #209353)
Vogl Meredith Burke LLP
456 Montgomery Street, 20th Floor
San Francisco, California 94104
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22 Local Counsel for Defendant, Trans Union, LLC

EXHIBIT “1”

SUMMONS TO TRANS UNION, LLC

**SUMMONS
(CITACION JUDICIAL)**

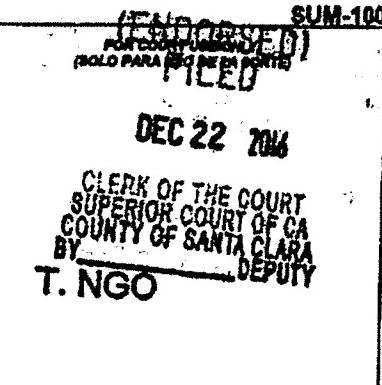
**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

TRANS UNION LLC

RECEIVED DEC 28 2016

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

WILLIAM GRAY



NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto al desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucoria.ca.gov), en la biblioteca de leyes de su condado o en la corte que le queda más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumple con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucoria.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibido mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Downtown Superior Courthouse

191 North First Street

San Jose, California 95113

CASE NUMBER:
(Número de expediente)

18CV304324

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
McCarthy Law PLC, 4250 N. Drinkwater Blvd, Ste 320, Scottsdale, AZ 85251, 602-456-8900

T. NGO

DATE: DEC 22 2016 Clerk, by _____, Deputy (Adjunto)
(Fecha) _____ (Secretario) _____

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify):

under:	<input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
	<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
	<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
	<input type="checkbox"/> other (specify):	

4. by personal delivery on (date):

EXHIBIT “2”

**COMPLAINT FOR VIOLATION OF FAIR
CREDIT REPORTING ACT (15 U.S.C. § 1681 *et
seq.* and CA Civ § 1785 *et seq.*)**

1 **MCCARTHY LAW PLC**
2 CHAMOIS CONSULTATION, INC. Counsel
3 Ashley Tuchman, 258719
4 Garrett Charity, 285447
5 4250 North Drinkwater Blvd, Suite 320
6 Scottsdale, AZ 85251
7 602-456-8900
8 ashley.tuchman@mccarthylawyer.com
9 garrett.charity@mccarthylawyer.com
10 Attorneys for Plaintiff

(ENDORSED)
FILED

DEC 22 2016

CLERK OF THE COURT
SUPERIOR COURT OF CA
COUNTY OF SANTA CLARA
BY _____ DEPUTY

T. NGO

6 IN THE SUPERIOR COURT OF CALIFORNIA
7 SANTA CLARA COUNTY, DOWNTOWN SUPERIOR COURTHOUSE

8 WILLIAM GRAY,

Case No.: **16 CV 304324**

9 Plaintiff,

COMPLAINT FOR VIOLATION OF
FAIR CREDIT REPORTING ACT (15
U.S.C. § 1681 *et seq.* and CA Civ § 1785 *et
seq.*)

10 v.

Demand: Not to exceed \$25,000
Exceeds \$10,000.00 —
Limited Case

11 TRANS UNION LLC,

12 Defendant.

15 TO TRANS UNION LLC:

16 WILLIAM GRAY ("Plaintiff"), by and through counsel, for causes of action against
17 Defendant TRANS UNION LLC, and alleges the following on information and belief:

18 I. INTRODUCTION

19 1. This action arises out of Defendant's violations of the Fair Credit Reporting Act ("FCRA")
20 and the California Consumer Credit Reporting Agencies Act ("CCRAA").

21 2. The Plaintiff is a consumer and a victim of inaccurate reporting by Defendant.

22 3. That Plaintiff received a Form 1099-C discharging the debt owed for the account.

23 4. That Plaintiff obtained his consumer credit report, discovered that the account associated
24 with the 1099-C was being reported incorrectly, and filed a dispute through the consumer reporting
25 agency.

26 5. That the Defendant willfully failed to correct the error contained within the consumer
27 credit report and willfully failed to conduct a re-investigation upon receipt of dispute.

28 6. That the Defendant failed to maintain reasonable procedures to assure maximum accuracy

1 of the information contained within the consumer credit report.

2 **II. PARTIES**

3 7. Plaintiff is a resident of California.

4 8. Defendant, TRANS UNION LLC ("Trans Union"), is a credit reporting agency, is no longer
5 licensed to do business in California as a foreign corporation, and has an address of: TRANS
6 UNION LLC, 555 WEST ADAMS ST, CHICAGO, IL 60661.

7 **III. JURISDICTION AND VENUE**

8 9. The Court has jurisdiction over this action pursuant to 15 U.S.C. § 1681p of the FCRA and
9 CA Civ § 1785.33 of the CCRAA.

10 10. Personal jurisdiction exists over Defendant as Plaintiff resides in California, Defendant has
11 the necessary minimum contacts with the state of California, and this suit arises out of specific
12 conduct with Plaintiff in California.

13 11. Venue is proper as the harm occurred in California and the Defendant does business in
14 California.

15 **IV. FACTUAL ALLEGATIONS**

16 12. That on or around December 31, 2015, Chase issued a 1099-C, cancellation of debt, for
17 Plaintiff's Chase account ending in ~~REDACTED~~ 2429 ("Account"). Exhibit A.

18 13. The 1099-C canceled the principal balance owed, excluding interest and fees.

19 14. The Identifiable Event Code on each 1099-C is marked "G". Exhibit A.

20 15. Code "G" on a 1099-C represents that the creditor has made a decision to discontinue
21 collection of the debt and cancel the debt.

22 16. Subsequently, Chase submitted tax form 1099-C to the Internal Revenue Service ("IRS")
23 for the cancellation of the debt amount owed to Chase.

24 17. Due to the issuance of the form 1099-C, Plaintiff was obligated to pay income taxes to the
25 IRS on the cancelled debt.

26 18. It would be inequitable to the Plaintiff who had to pay income taxes on the cancelled debt,
27 to then allow Chase who reported to the IRS that the indebtedness was cancelled, to also be allowed
28 to collect the cancelled debt from the Plaintiff thereby creating a situation where the Plaintiff pays

more than what was owed.

2 19. That Chase still reported a balance on the Account, inclusive of interest and fees, on
3 Plaintiff's consumer credit report.

4 | 20. That on or about July 2016, Plaintiff obtained his consumer credit report and discovered
5 | that Chase was inaccurately reporting the Account.

6 21. That Plaintiff sent a written dispute regarding the accuracy of the derogatory information
7 reported by Chase pertaining to the Account to Defendant Trans Union. Exhibit B.

8 22. Upon information and belief, Defendant Trans Union forwarded at least a portion of
9 Plaintiff's written dispute to Chase.

10 23. That Defendant Trans Union failed to conduct a reasonable reinvestigation on the Account
11 to the detriment of the consumer Plaintiff. Exhibit C

**V. FIRST CAUSE OF ACTION AS TO TRANSUNION:
VIOLATIONS OF THE FAIR CREDIT REPORTING ACT
15 U.S.C. § 1681 et seq.**

14 24. Plaintiff incorporates by reference all the above paragraphs of this Complaint as though
15 fully stated herein.

Defendant Trans Union is a credit reporting agency, as defined by 15 U.S.C. § 1681a(f).

17 26. Plaintiff filed a dispute directly with Defendant Trans Union concerning the accuracy of
18 the information contained within his consumer credit report regarding Account. Exhibit B.

19 27. That Defendant Trans Union willfully failed to conduct a reasonable reinvestigation in
20 violation of 15 U.S.C. § 1681i(a)(1)(A) to the detriment of the consumer Plaintiff. Exhibit C.

21 28. That Defendant Trans Union willfully failed to maintain and/or follow reasonable
22 procedures to assure maximum accuracy of the information it reported to one or more third parties
23 pertaining to the Account, in violation of 15 U.S.C. § 1681e.

24 29. That the foregoing acts and omissions of Defendant Trans Union constitute unacceptable
25 violations of the FCRA.

**VI. SECOND CAUSE OF ACTION AS TO TRANS UNION:
VIOLATIONS OF THE CALIFORNIA
CONSUMER CREDIT REPORTING AGENCIES ACT
CA Civ § 1785.1 et seq.**

30. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

31. Defendant Trans Union is a credit reporting agency, as defined by CA Civ § 1785.3(d).

4 32. In accordance with CA Civ § 1785.16(a), Plaintiff filed a dispute directly with Defendant
5 Trans Union as to the accuracy of the information contained within his consumer credit report, as
6 defined by CA Civ § 1785.3(c), regarding Account. Exhibit B

7 33. That Defendant Trans Union is willfully reporting derogatory and inaccurate information
8 about Plaintiff to third-parties. Exhibit C.

9 34. That Defendant Trans Union failed to conduct a reasonable investigation to correct the
10 inaccurate and misleading reporting of the disputed Account in violation of CA Civ § 1785.16 to
11 the detriment of the consumer Plaintiff. Exhibit C.

12 | 35. That Defendant Trans Union willfully failed to maintain reasonable procedures to assure
13 | maximum accuracy of the information contained in Plaintiff's credit report in violation of CA Civ
14 | § 1785.14.

15 | 36. The foregoing acts and omissions of Defendant Trans Union constitute unacceptable
16 | violations of the CCRAA.

VII. PRAYER FOR RELIEF

18 WHEREFORE, Plaintiff seeks a reasonable and fair judgment against Defendant for willful
19 noncompliance of the Fair Credit Reporting Act and Consumer Credit Reporting Agencies Act,
20 and seeks his statutory remedies as defined by 15 U.S.C. § 1681n and CA Civ § 1785.31, and
21 demands:

AS TO COUNT I:

- 23 1. Actual damages to be shown at trial, or statutory damages of not less than \$100 and not
24 more than \$1,000 per violation pursuant to 15 U.S.C. § 1681n(a)(1)(A);
25 2. Punitive damages, pursuant 15 U.S.C. § 1681n(a)(2), for Defendant's willful violation;
26 3. The costs of instituting this action together with reasonable attorney's fees incurred by
27 Plaintiff pursuant to 15 U.S.C. § 1681n(a)(3); and
28 4. Any further legal and equitable relief as the court may deem just and proper in the

1 circumstances.

2 **AS TO COUNT II:**

- 3 1. Actual damages, pursuant to CA Civ § 1785.31(a)(1) and CA Civ § 1785.31(a)(2),
4 including court costs, loss of wages, attorney's fees, and pain and suffering;
5 2. Punitive damages, pursuant to CA Civ § 1785.31(a)(2)(B) and CA Civ §
6 1785.31(a)(2)(C), of not less than \$100 and not more than \$5,000 for each violation as the court
7 deems proper, and any other relief that the court deems proper for Defendant's willful violation;

8

9

10 Respectfully submitted this 7th day of December, 2016.

11 MCCARTHY LAW, PLC

12 By: _____
13 Ashley Puchman, Esq.
14 Garrett Charity, Esq.
15 Attorneys for Plaintiff

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EXHIBIT A



P.O. BOX 15296
WILMINGTON DE 19850

Debtors Information

0000000 101 NSPOTABD 121 000000000000 65 0029 80
BILL GRAY MD MEDICAL CORP
WILLIAM E GRAY
4250 N DRYRIVER BLVD
STE 320
SCOTTSDALE AZ 85251

**Tax Year 2018 Form 1090-C
Cancellation of Debt (Copy B)**

This is Requested Tax Information and is being Furnished to the Internal Revenue Service. If you are required to file a return, a magispace penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.

Creditor's Information

Federal ID Number: REDACTED
CHASE BANK USA, NA

REDACTED

Form 100-C Schedule

Phone Support: 800-570-2888

Debtors ID Number: XX-XXXXXXX

Original

Summary of Form 1099-C Cancellation of Debt

Information Concerning the Debtor				(OMB No. 1545-1424)	
Box	Description	Amount	Box	Description	Amount
1.	Date of identifiable event	12/31/2015	5.	If yes, the debtor was personally liable for repayment of the debt	Yes
2.	Amount of debt discharged	\$8,273.53	6.	Identifiable event code	G
3.	Interest if included in box 2	\$0.00	7.	Fair market value of property	\$0.00
4.	Debt description	(See Details)			

Details of Form 1099-C Cancellation of Debt

(OMB No. 1545-1424)

Account Number	Box #1 Identifiable event date	Box #2 Amt of debt discharged	Box #3 Interest if Included In Box 2	Other Boxes
2429	12/31/2016	\$6,273.53	\$0.00	#4 Debt description #5 If yes, the debtor was personally liable for repayment of the debt #6 Identifiable event code Yes G
WHEN AN UNPAID PRINCIPAL BALANCE OF \$6000 OR MORE IS CANCELLED, THE IRS REQUIRES IT MUST BE REPORTED ON FORM 1099C				

EXHIBIT B

William E. Gray
459 Monterey #205
Los Gatos, CA 95030

August 3, 2016

Transunion Consumer Relations
PO Box 2000
Chester, PA 19022-2000

Re: Name: William E. Gray
Social Security #: [REDACTED] 6711
Date of Birth: [REDACTED]
Report date: 07/07/2016
File #: REDACTED

To Whom It May Concern,

I am writing to dispute the following information in my file. I have attached the items I dispute on the enclosed copy of the credit report I received.

This item Chase Bank account # [REDACTED] 2429 is incorrectly reporting a balance owed of \$7,556.00. This is inaccurate as a 1099 was issued by Chase Bank for the full balance. See 1099 enclosed. I am requesting that the item be corrected to reflect a zero balance owed.

Please investigate this matter and correct the disputed item as soon as possible.

Sincerely,

William E. Gray



Report Created On: 07/07/2016
File Number: REDACTED

Begin Credit Report

0000 0000 0000 0000: REDACTED
Your SSN has been redacted for your protection.

You have been on our files since 07/01/1986
Date of Birth: REDACTED

Name(s) Reporting: WILLIAM E. GRAY and BILL GRAY
Address(es) Reported:

Telephone Number(s) Received:

Employment Data Reported:
Employer Name: [REDACTED]

Information contained in this document is provided for informational purposes only. The accuracy of the information contained in this document is not guaranteed. It is the responsibility of the consumer to verify the information contained in this document.

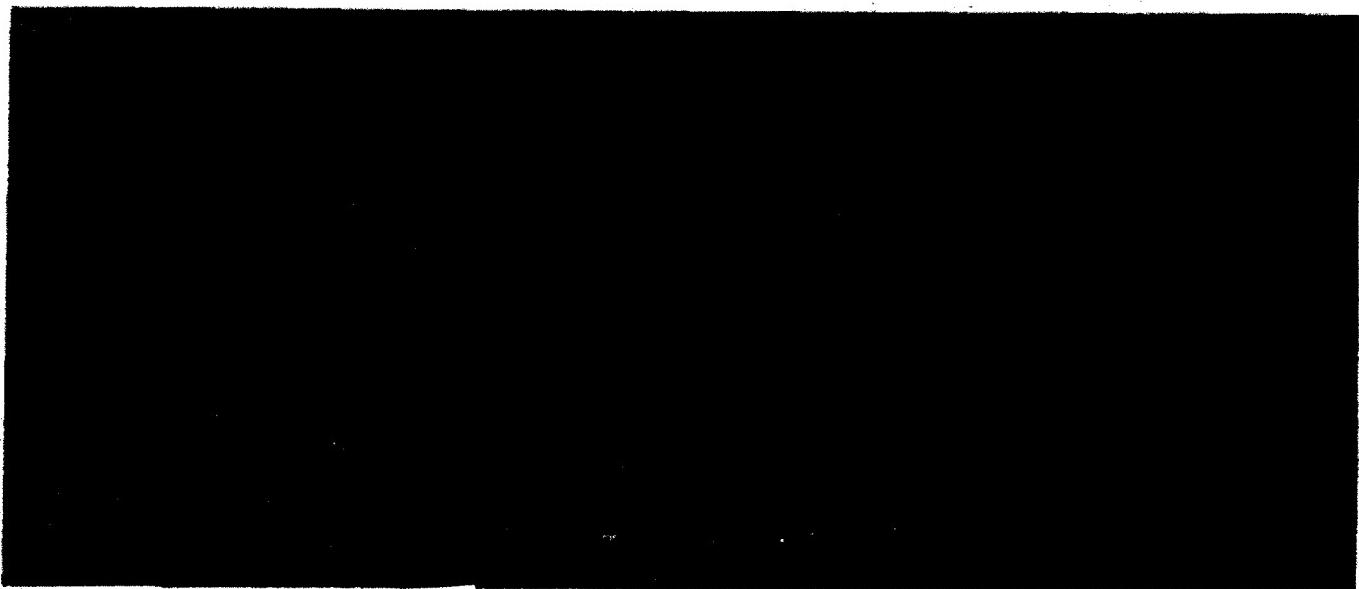
4/12	X	000	000	000	000	000	000	000	000	000	000
4/12	000	000	000	000	000	000	000	000	000	000	000

AN ACCOUNT COMPUTED BY CONTRACT
CREDIT CONTRACTS ARE NOT REPORTED
FOR A PERIOD LONGER THAN FULL PAYMENT

Bankruptcies

Information contained in this document is provided for up to 7 years from the date of the bankruptcy. The information is not guaranteed to be accurate. It is the responsibility of the consumer to verify the information contained in this document.

[REDACTED]



CHASE/BANK ONE CARD SERV REDACTED

PO BOX 15000
WILMINGTON, DE 19890
(800) 432-3117

Date Opened:	02/22/2012	Date Updated:	10/07/2015	Pay Status:	>Charged Off
Responsibility:	Individual Account	Payment Received:	\$0	Term:	Paid Monthly
Account Type:	Revolving Account	Last Payment Made:	08/08/2014	Date Closed:	08/08/2012
Loan Type:	CREDIT CARD	Original Charge Off:	\$7,500	Middleman Delinquency of 120 days in 08/2014 for \$1,225 and in 10/2014 for \$1,300<	

High Balance: High Balance of \$7,500 from 01/2014 to 01/2014; \$7,500 from 05/2014 to 10/2014; \$7,500 from 09/2015 to 10/2015
Credit Limit: Credit Limit of \$7,500 from 02/2014 to 01/2014; \$7,000 from 02/2014 to 10/2014; \$7,000 from 03/2015 to 10/2015
Excluded month and year that this item will be removed: 11/2030

	01/2014	02/2014	03/2014	04/2014	05/2014	06/2014	07/2014	08/2014	09/2014	10/2014	11/2014
Balances	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	
Min. Payment											
Max. Payment											
Amount Paid	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Due Date	22/01/2014	22/02/2014	22/03/2014	22/04/2014	22/05/2014	22/06/2014	22/07/2014	22/08/2014	22/09/2014	22/10/2014	
Interest	CBG 27%										
Penalty											
Comments	CBG 27%L										
Rating	CCC										

TransUnion®

	01-2014	02-2014	03-2014	04-2014	05-2014	06-2014	07-2014	08-2014	09-2014	10-2014	11-2014	12-2014
Address Paid												
Rating												
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Dobter's Information

0000000 101 HOSPITAL 121 0000000000 00 0000 00
BILL GRAY MD MEDICAL CORP
WILLIAM S GRAY
4250 N DRINKWATER BLVD
STE 320
SCOTTSDALE AZ 85251

Fax Year 2015 Form 1040-C
Cancellation of Debt (Copy B)

This is important for追溯和向执法机关提供信息。如果您被指控为一名罪犯，可能会对您施加惩罚或其它处罚，因为从该交易中获得的利润尚未被追回，并且FBI确定它尚未被追回。

Creditor's Information

Federal ID Number: REDACTED
CHASE BANK USA, NA

REDACTED

www.english-test.net

Photo Report: ITALY

Drafters ID Number: 201-XXXXXX

Original

Summary of Form 1099-C Cancellation of Debt

Box	Description	Amount	Box	Description	Amount
1.	Date of identifiable event	12/31/2016	6.	If yes, the debtor was personally liable for repayment of the debt.	Yes
2.	Amount of debt discharged	\$4,273.53	8.	Identifiable event code	2
3.	Interest % included in box 2	0.00	7.	Fair market value of property	\$0.00
4.	Debt description		(See Details)		

Details of Form 1099-C Cancellation of Debt

Statement of Delinquent Debt					(OMB No. 1545-1424)
Account Number	Box #1 Identifiable event data	Box #2 Amt. of debt discharged	Box #3 Interest & Included in Box 2	Other Boxes	
5228	12/31/2015	\$0,273.53	\$0.00	#4 Debt description #5 If yes, the debtor was personally liable for repayment of the debt #6 Identifiable event code	CREDIT CARD ACCOUNT
WHEN AN UNPAID PRINCIPAL BALANCE OF \$600 OR MORE IS CANCELLED, THE IRS REQUIRES IT MUST BE REPORTED ON FORM 1099C					Yes No

**Debtor's Information**

1000000 101 NAPSTARD 121 000000000 00 0000 00
BILL GRAY MD MEDICAL CORP
WILLIAM E GRAY
4260 N DRINKWATER BLVD
STE 520
SCOTTSDALE AZ 85251

**Tax Year 2016 Form 1099-C
Cancellation of Debt (Copy B)**

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income resulting from this transaction and the IRS determines that it has not been reported.

Creditor's Information

Federal ID Number: **REDACTED**
CHASE BANK USA, NA

REDACTED

Form 1099-C Questions

Phone Support: 800-676-2665

Debtor's ID Number: 306-00000005

Original

Summary of Form 1099-C Cancellation of Debt

Box	Description	Amount	Box	Description	(OMB No. 1545-1424)
1.	Date of identifiable event	12/31/2016	5.	If yes, the debtor was personally liable for repayment of the debt	Amount Yes
2.	Amount of debt discharged	\$6,273.53	6.	Identifiable event code	G
3.	Interest if included in box 2	\$0.00	7.	Fair market value of property	\$0.00
4.	Debt description (See Details)				

Details of Form 1099-C Cancellation of Debt

Account Number	Box #1 Identifiable event date	Box #2 Amt. of debt discharged	Box #3 Interest if included in Box 2	Other Boxes	(OMB No. 1545-1424)
3429	12/31/2016	\$6,273.53	\$0.00	#4 Debt description #5 If yes, the debtor was personally liable for repayment of the debt #6 Identifiable event code	CREDIT CARD ACCOUNT Yes G

WHEN AN UNPAID PRINCIPAL BALANCE OF \$600 OR MORE IS CANCELLED, THE IRS REQUIRES IT MUST BE REPORTED ON FORM 1099C

EXHIBIT C



Report Created On: 10/05/2016
File Number: REDACTED

-Begin Credit Report-

SSN: [REDACTED]-6711

You have been on our files since 07/01/1980

Date of Birth: [REDACTED]

Names Reported: DR. WILLIAM E. GRAY, WILLIAM EDWIN GRAY, WILLIAM E. GRAY and BILL GRAY

Address(es) Reported:

Address:

[REDACTED]
[REDACTED]

Employment Data Reported:

Employer Name

Position

Date Verified

Employment
Some creditors report the addresses of your employment which they believe to be advanced debt risks. This section lists the last known address for each job held and/or currently held by your creditors. Please Note: Some but not all of these locations may be contained in your credit report.

Employer	Address	City	State	Zip	Phone	Comments
DR. WILLIAM E. GRAY	1000 N. University	Wichita	KS	67203	(316) 263-1111	
DR. WILLIAM E. GRAY	1000 N. University	Wichita	KS	67203	(316) 263-1111	
DR. WILLIAM E. GRAY	1000 N. University	Wichita	KS	67203	(316) 263-1111	
DR. WILLIAM E. GRAY	1000 N. University	Wichita	KS	67203	(316) 263-1111	

Consumer Protection
Some creditors report information about your credit. We do not accept or reject you based on this information. You are entitled to receive a copy of this information at no cost. If you would like to receive a copy, please contact the creditor that reported the information. Credit is never denied based on this information.

Consumer Protection	Address	City	State	Zip	Phone	Comments
DR. WILLIAM E. GRAY	1000 N. University	Wichita	KS	67203	(316) 263-1111	
DR. WILLIAM E. GRAY	1000 N. University	Wichita	KS	67203	(316) 263-1111	
DR. WILLIAM E. GRAY	1000 N. University	Wichita	KS	67203	(316) 263-1111	
DR. WILLIAM E. GRAY	1000 N. University	Wichita	KS	67203	(316) 263-1111	



CHASE/BANK ONE CARD SERV REDACTED
 PO BOX 15296
 WILMINGTON, DE 19850
 (800) 432-3117

Date Opened:	02/22/2012	Date Updated:	09/01/2016	Pay Status:	>Charged Off<
Responsibility:	Individual Account	Last Payment Made:	06/06/2014	Terms:	Paid Monthly
Account Type:	Revolving Account	Original ChargeOff:	\$7,556	Date Closed:	05/05/2013
Loan Type:	CREDIT CARD			>Maximum Delinquency of 120 days in 08/2014 for \$1,225 and in 09/2014 for \$1,513<	

High Balance: High balance of \$7,628 from 05/2014 to 09/2014; \$7,628 from 05/2015 to 10/2015; \$7,528 from 09/2016 to 09/2016
 Credit Limit: Credit limit of \$7,000 from 05/2014 to 09/2014; \$7,000 from 05/2015 to 10/2015; \$7,000 from 09/2016 to 09/2016
 Estimated month and year that this item will be removed: 11/2020

	01/2017	02/2017	03/2017	04/2017	05/2017	06/2017	07/2017	08/2017	09/2017	10/2017	11/2017
Balance	\$7,556										
Amount Paid											
Remarks	CBG >PRL<										
Rating	C/D	C/D	C/D	C/D	C/D	C/D	C/D	C/D	C/D	C/D	C/D

	01/2017	02/2017	03/2017	04/2017	05/2017	06/2017	07/2017	08/2017	09/2017	10/2017	11/2017
Balance		\$7,556	\$7,556	\$7,556	\$7,556	\$7,556	\$7,556	\$7,556	\$7,556	\$7,556	\$7,556
Amount Paid		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Remarks	CBG >PRL<										
Rating	C/D										



	07/2010	08/2010	09/2010	10/2010	11/2010	12/2010	01/2011	02/2011	03/2011	04/2011	05/2011
Balance						\$7,334	\$7,111	\$6,894	\$6,566	\$6,238	\$5,876
Amount Paid						30	30	30	30	30	30
Remarks						CBG	CBG	CBG	CBG	CBG	CBG
Rating	GD										
	07/2010	08/2010	09/2010	10/2010	11/2010	12/2010	01/2011	02/2011	03/2011	04/2011	05/2011
Rating	GD										
	07/2010	08/2010	09/2010	10/2010	11/2010	12/2010	01/2011	02/2011	03/2011	04/2011	05/2011
Rating	GD										
	07/2010	08/2010	09/2010	10/2010	11/2010	12/2010	01/2011	02/2011	03/2011	04/2011	05/2011
Rating	GD										

EXHIBIT “3”

**ALTERNATIVE DISPUTE RESOLUTION
INFORMATION SHEET**

**SANTA CLARA COUNTY SUPERIOR COURT
ALTERNATIVE DISPUTE RESOLUTION
INFORMATION SHEET**

Many cases can be resolved to the satisfaction of all parties without the necessity of traditional litigation, which can be expensive, time consuming, and stressful. The Court finds that it is in the best interests of the parties that they participate in alternatives to traditional litigation, including arbitration, mediation, neutral evaluation, special masters and referees, and settlement conferences. Therefore, all matters shall be referred to an appropriate form of Alternative Dispute Resolution (ADR) before they are set for trial, unless there is good cause to dispense with the ADR requirement.

What is ADR?

ADR is the general term for a wide variety of dispute resolution processes that are alternatives to litigation. Types of ADR processes include mediation, arbitration, neutral evaluation, special masters and referees, and settlement conferences, among others forms.

What are the advantages of choosing ADR instead of litigation?

ADR can have a number of advantages over litigation:

- **ADR can save time.** A dispute can be resolved in a matter of months, or even weeks, while litigation can take years.
- **ADR can save money.** Attorney's fees, court costs, and expert fees can be reduced or avoided altogether.
- **ADR provides more participation.** Parties have more opportunities with ADR to express their interests and concerns, instead of focusing exclusively on legal rights.
- **ADR provides more control and flexibility.** Parties can choose the ADR process that is most likely to bring a satisfactory resolution to their dispute.
- **ADR can reduce stress.** ADR encourages cooperation and communication, while discouraging the adversarial atmosphere of litigation. Surveys of parties who have participated in an ADR process have found much greater satisfaction than with parties who have gone through litigation.

What are the main forms of ADR offered by the Court?

Mediation is an informal, confidential, flexible and non-binding process in which the mediator helps the parties to understand the interests of everyone involved, and their practical and legal choices. The mediator helps the parties to communicate better, explore legal and practical settlement options, and reach an acceptable solution of the problem. The mediator does not decide the solution to the dispute; the parties do.

Mediation may be appropriate when:

- The parties want a non-adversary procedure
- The parties have a continuing business or personal relationship
- Communication problems are interfering with a resolution
- There is an emotional element involved
- The parties are interested in an injunction, consent decree, or other form of equitable relief

Neutral evaluation, sometimes called "Early Neutral Evaluation" or "ENE", is an informal process in which the evaluator, an experienced neutral lawyer, hears a compact presentation of both sides of the case, gives a non-binding assessment of the strengths and weaknesses on each side, and predicts the likely outcome. The evaluator can help parties to identify issues, prepare stipulations, and draft discovery plans. The parties may use the neutral's evaluation to discuss settlement.

Neutral evaluation may be appropriate when:

- The parties are far apart in their view of the law or value of the case
- The case involves a technical issue in which the evaluator has expertise
- Case planning assistance would be helpful and would save legal fees and costs
- The parties are interested in an injunction, consent decree, or other form of equitable relief

-over-

Arbitration is a less formal process than a trial, with no jury. The arbitrator hears the evidence and arguments of the parties and then makes a written decision. The parties can agree to binding or non-binding arbitration. In binding arbitration, the arbitrator's decision is final and completely resolves the case, without the opportunity for appeal. In non-binding arbitration, the arbitrator's decision could resolve the case, without the opportunity for appeal, unless a party timely rejects the arbitrator's decision within 30 days and requests a trial. Private arbitrators are allowed to charge for their time.

Civil Judge ADR may be appropriate when:

- The action is for personal injury, property damage, or breach of contract
- Only monetary damages are sought
- Witness testimony, under oath, needs to be evaluated
- An advisory opinion is sought from an experienced litigator (if a non-binding arbitration)

Civil Judge ADR allows parties to have a mediation or settlement conference with an experienced judge of the Superior Court. Mediation is an informal, confidential, flexible and non-binding process in which the judge helps the parties to understand the interests of everyone involved, and their practical and legal choices. A settlement conference is an informal process in which the judge meets with the parties or their attorneys, hears the facts of the dispute, helps identify issues to be resolved, and normally suggests a resolution that the parties may accept or use as a basis for further negotiations. The request for mediation or settlement conference may be made promptly by stipulation (agreement) upon the filing of the Civil complaint and the answer. There is no charge for this service.

Civil Judge ADR may be appropriate when:

- The parties have complex facts to review
- The case involves multiple parties and problems
- The courthouse surroundings would be helpful to the settlement process

Special masters and referees are neutral parties who may be appointed by the court to obtain information or to make specific fact findings that may lead to a resolution of a dispute.

Special masters and referees can be particularly effective in complex cases with a number of parties, like construction disputes.

Settlement conferences are informal processes in which the neutral (a judge or an experienced attorney) meets with the parties or their attorneys, hears the facts of the dispute, helps identify issues to be resolved, and normally suggests a resolution that the parties may accept or use as a basis for further negotiations.

Settlement conferences can be effective when the authority or expertise of the judge or experienced attorney may help the parties reach a resolution.

What kind of disputes can be resolved by ADR?

Although some disputes must go to court, almost any dispute can be resolved through ADR. This includes disputes involving business matters; civil rights; collections; corporations; construction; consumer protection; contracts; copyrights; defamation; disabilities; discrimination; employment; environmental problems; fraud; harassment; health care; housing; insurance; intellectual property; labor; landlord/tenant; media; medical malpractice and other professional negligence; neighborhood problems; partnerships; patents; personal injury; probate; product liability; property damage; real estate; securities; sports; trade secret; and wrongful death, among other matters.

Where can you get assistance with selecting an appropriate form of ADR and a neutral for your case, information about ADR procedures, or answers to other questions about ADR?

Contact:

Santa Clara County Superior Court
ADR Administrator
408-882-2530

Santa Clara County DRPA Coordinator
408-792-2784

EXHIBIT “4”

CIVIL LAWSUIT NOTICE

ATTACHMENT CV-5012

CIVIL LAWSUIT NOTICE

*Superior Court of California, County of Santa Clara
191 N. First St., San Jose, CA 95113*

CASE NUMBER: 16CV304324**PLEASE READ THIS ENTIRE FORM**

PLAINTIFF (the person suing): Within 60 days after filing the lawsuit, you must serve each Defendant with the *Complaint*, *Summons*, an *Alternative Dispute Resolution (ADR) Information Sheet*, and a copy of this *Civil Lawsuit Notice*, and you must file written proof of such service.

DEFENDANT (The person sued): You must do each of the following to protect your rights:

1. You must file a written response to the *Complaint*, using the proper legal form or format, in the Clerk's Office of the Court, within 30 days of the date you were served with the *Summons* and *Complaint*;
2. You must serve by mail a copy of your written response on the Plaintiff's attorney or on the Plaintiff if Plaintiff has no attorney (to "serve by mail" means to have an adult other than yourself mail a copy); and
3. You must attend the first Case Management Conference.

Warning: If you, as the Defendant, do not follow these instructions, you may automatically lose this case.

RULES AND FORMS: You must follow the California Rules of Court and the Superior Court of California, County of Santa Clara Local Civil Rules and use proper forms. You can obtain legal information, view the rules and receive forms, free of charge, from the Self-Help Center at 99 Notre Dame Avenue, San Jose (408-882-2900 x-2926), www.sccselfservice.org (Select "Civil") or from:

- State Rules and Judicial Council Forms: www.courtinfo.ca.gov/forms and www.courtinfo.ca.gov/rules
- Local Rules and Forms: <http://www.sccsuperiorcourt.org/civil/rule1toc.htm>

CASE MANAGEMENT CONFERENCE (CMC): You must meet with the other parties and discuss the case, in person or by telephone, at least 30 calendar days before the CMC. You must also fill out, file and serve a *Case Management Statement* (Judicial Council form CM-110) at least 15 calendar days before the CMC.

You or your attorney must appear at the CMC. You may ask to appear by telephone - see Local Civil Rule 8.

Your Case Management Judge is: Mary E. Arand Department: 09

The 1st CMC is scheduled for: (Completed by Clerk of Court)

Date: 'APR 18 2017 Time: 1:30pm in Department: 09

The next CMC is scheduled for: (Completed by party if the 1st CMC was continued or has passed)

Date: _____ Time: _____ In Department: _____

ALTERNATIVE DISPUTE RESOLUTION (ADR): If all parties have appeared and filed a completed *ADR Stipulation Form* (local form CV-5008) at least 15 days before the CMC, the Court will cancel the CMC and mail notice of an ADR Status Conference. Visit the Court's website at www.sccsuperiorcourt.org/civil/ADR/ or call the ADR Administrator (408-882-2100 x-2530) for a list of ADR providers and their qualifications, services, and fees.

WARNING: Sanctions may be imposed if you do not follow the California Rules of Court or the Local Rules of Court.

EXHIBIT “5”

CIVIL CASE COVER SHEET

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Ashley Tuchman, SBN 258719 Garrett Charity, SBN 285447 4250 North Drinkwater Blvd, Ste 320 Scottsdale, Arizona 85251 TELEPHONE NO: 602.456.8900 FAX NO: 602.218.4447 ATTORNEY FOR (name): WILLIAM GRAY		CM-010 <i>REMOUNDED</i> FILED DEC 22 2016 CLERK OF THE COURT SUPERIOR COURT OF CA COUNTY OF SANTA CLARA BY DEPUTY T. NGO 10 CV 30432
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS: 191 North First Street MAILING ADDRESS: 191 North First Street CITY AND ZIP CODE: San Jose, California 95113 BRANCH NAME: Downtown Superior Courthouse		
CASE NAME: WILLIAM GRAY v. TRANS UNION LLC		
CIVIL CASE COVER SHEET		
<input type="checkbox"/> Unlimited <input checked="" type="checkbox"/> Limited (Amount demanded exceeds \$25,000) (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joiner Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
<i>Items 1-6 below must be completed (see instructions on page 2).</i>		

1. Check one box below for the case type that best describes this case:																													
<table border="0"> <tr> <td style="vertical-align: top;"> Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) </td> <td style="vertical-align: top;"> Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) </td> <td style="vertical-align: top;"> Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (26) <input type="checkbox"/> Environmental/Toxic tort (30) Insurance coverage claims arising from the above listed provisionally complex case types (41) </td> </tr> <tr> <td colspan="3"> Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) </td> </tr> <tr> <td colspan="3"> Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (18) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) </td> </tr> <tr> <td colspan="3"> Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15) </td> </tr> <tr> <td colspan="3"> Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) </td> </tr> <tr> <td colspan="3"> Judicial Review <input type="checkbox"/> Asset forfeiture (05) Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39) </td> </tr> <tr> <td colspan="3"> Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) </td> </tr> <tr> <td colspan="3"> Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input checked="" type="checkbox"/> Other complaint (not specified above) (42) </td> </tr> <tr> <td colspan="3"> Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43) </td> </tr> </table>			Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (26) <input type="checkbox"/> Environmental/Toxic tort (30) Insurance coverage claims arising from the above listed provisionally complex case types (41)	Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23)			Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (18) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35)			Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)			Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)			Judicial Review <input type="checkbox"/> Asset forfeiture (05) Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)			Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20)			Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input checked="" type="checkbox"/> Other complaint (not specified above) (42)			Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)		
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Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)																													

2. This case is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- Large number of separately represented parties
 - Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
 - Substantial amount of documentary evidence
 - Large number of witnesses
 - Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 - Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): 2

5. This case is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 12/07/2016

Ashley Y. Tuchman

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties In Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties In Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

Auto Tort

- Auto (22)-Personal Injury/Property
- Damage/Wrongful Death
- Uninsured Motorist (46) (*If the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury
 - Wrongful Death
- Product Liability (not asbestos or toxic/environmental) (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress
 - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (18)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (not medical or legal)
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

CASE TYPES AND EXAMPLES

Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Breach of Rental/Lease	Construction Defect (10)
Contract (not unlawful detainer or wrongful eviction)	Claims Involving Mass Tort (40)
Contract/Warranty Breach—Seller	Securities Litigation (28)
Plaintiff (not fraud or negligence)	Environmental/Toxic Tort (30)
Negligent Breach of Contract/Warranty	Insurance Coverage Claims <i>(arising from provisionally complex case type listed above)</i> (41)
Other Breach of Contract/Warranty	Enforcement of Judgment
Collections (e.g., money owed, open book accounts) (09)	Enforcement of Judgment (20)
Collection Case—Seller Plaintiff	Abstract of Judgment (Out of County)
Other Promissory Note/Collections Case	Confession of Judgment (non-domestic relations)
Insurance Coverage (not provisionally complex) (18)	Sister State Judgment
Auto Subrogation	Administrative Agency Award (not unpaid taxes)
Other Coverage	Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Contract (37)	Other Enforcement of Judgment Case
Contractual Fraud	Miscellaneous Civil Complaint
Other Contract Dispute	RICO (27)
Real Property	Other Complaint (not specified above) (42)
Eminent Domain/inverse Condemnation (14)	Declaratory Relief Only
Wrongful Eviction (33)	Injunctive Relief Only (non-harassment)
Other Real Property (e.g., quiet title) (28)	Mechanics Lien
Writ of Possession of Real Property	Other Commercial Complaint Case (non-tor/non-complex)
Mortgage Foreclosure	Other Civil Complaint (non-tor/non-complex)
Quiet Title	Miscellaneous Civil Petition
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)	Partnership and Corporate Governance (21)
Unlawful Detainer	Other Petition (not specified above) (43)
Commercial (31)	Civil Harassment
Residential (32)	Workplace Violence
Drugs (38) (<i>If the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>)	Elder/Dependent Adult Abuse
Judicial Review	Election Contest
Asset Forfeiture (05)	Petition for Name Change
Petition Re: Arbitration Award (11)	Petition for Relief From Late Claim
Writ of Mandate (02)	Other Civil Petition
Writ—Administrative Mandamus	
Writ—Mandamus on Limited Court Case	
Case Matter	
Writ—Other Limited Court Case Review	
Other Judicial Review (39)	
Review of Health Officer Order	
Notice of Appeal—Labor Commissioner Appeals	

CIVIL CASE COVER SHEET

1 *William Gray vs. Trans Union LLC, et al.*
2 U.S.D.C. Northern District of California

3 **CERTIFICATE OF SERVICE**

4 The undersigned hereby certifies that a true copy of the Trans Union, LLC's Notice of Removal
5 was served on the following parties via First Class, U.S. Mail, postage paid, on the 12th day of January,
6 2017, properly addressed as follows:

7 **For Plaintiff William Gray:**

8 Ashley Tuchman, Esq.
9 Garrett Charity, Esq.
9 McCarthy Law PLC
9 4250 North Drinkwater Boulevard, Suite 320
10 Scottsdale, AZ 85251

11
12 
13 Katherine Eng